

commission the Mortgagor does hereby covenant to pay, and the Mortgagee, his personal representatives and assigns or Reuben L. Uman, their said Attorney, shall not be required to receive the principal and interest only of said mortgage debt and of all other sums hereby secured in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

(9) In case of any default being made in any covenant or condition of this Mortgage, then the whole Mortgage debt shall be deemed to be due and payable, and the Mortgagee shall be entitled to the immediate appointment of a receiver for the said leasehold property, the Imperial Theatre and all the chattels herein described, and to collect all income from the herein mortgaged building, equipment and chattels and to otherwise operate the Imperial Theatre until sale thereof such as may be made under foreclosure proceedings under the assent to the passing of a decree or under the power of sale of the mortgaged property as herein contained.

(10) That in case of any default on the part of the Mortgagor or his personal representatives and assigns, to comply with the payments, provisions or covenants herein contained to be performed by the Mortgagor, then immediately upon foreclosure proceedings being instituted under this mortgage, all the covenants, agreements and restrictions contained in a Deed from Samuel R. Goldberg and Bertha W. Goldberg, his wife, unto Straw Man, Inc., dated even date herewith and recorded among the Land Records of Frederick County simultaneously herewith, affecting the use of the property located at the southwest corner of Maryland Avenue and West B Street, Brunswick, Maryland shall thereupon become null and void and without further effect.

And the Mortgagor covenants to warrant specially said property and to execute such further assurance thereof as may be requisite.

WITNESS the hand and seal of the Mortgagor.

TEST: Reuben L. Uman  
Reuben L. Uman

Jules Girden  
JULES GIRDEN

(SEAL)

STATE OF MARYLAND, City of Baltimore, To Wit:-

I HEREBY CERTIFY, that on this 7th day of June, 1948, before me, a